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August 8, 2006

Mr. Demetrius Clark  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243

Re: Petition for approval of Resale Agreement between  
United Telephone-Southeast and Global Connection

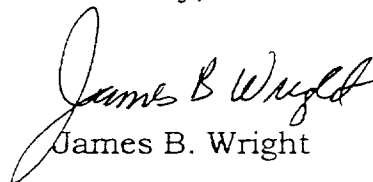
01-00661

Dear Mr. Clark:

As we discussed, Section 32.2.1 of the above resale agreement incorrectly contained language which included a reference to attachments 3 and 4. Enclosed are an original and thirteen copies of revised pages 20 and 21 of the Resale Agreement which reflect the deletion of the incorrect language in Section 32.2.1. That was the only change made to these pages.

I am sorry for any inconvenience this caused. Please contact me or Laura Sykora if you have any questions.

Sincerely,

  
James B. Wright

JBW:sm

Enclosures

cc: Laura Sykora  
Kaye Odum

**29. ENTIRE AGREEMENT**

29.1. This Agreement, including all Parts and Attachments and subordinate documents attached hereto or referenced herein, all of which are hereby incorporated by reference, constitute the entire matter thereof, and supersede all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

**30. COUNTERPARTS**

30.1. This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

**31. SUCCESSORS AND ASSIGNS**

31.1. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

**32. IMPLEMENTATION PLAN**

32.1. This Agreement sets forth the overall standards of performance for services, processes, and systems capabilities that the Parties will provide to each other, and the intervals at which those services, processes and capabilities will be provided. The Parties understand that the arrangements and provision of services described in this Agreement shall require technical and operational coordination between the Parties. Accordingly, the Parties agree to form a team (the "Implementation Team") that shall develop and identify those processes, guidelines, specifications, standards and additional terms and conditions necessary to support the terms of this Agreement. Each Party shall designate, in writing, no more than four (4) persons to be permanent members of the Implementation Team; provided that either Party may include in meetings or activities such technical specialists or other individuals as may be reasonably required to address a specific task, matter or subject. Each Party may replace its representatives by delivering written notice thereof to the other Party.

32.2. The agreements reached by the Implementation Team shall be documented in an operations manual (the "Implementation Plan") within one hundred-twenty (120) days of both Parties having designated members of the Implementation Team. The Implementation Plan shall address the following matters, and may include any other matters agreed upon by the Implementation Team:

32.2.1. the respective duties and responsibilities of the Parties;

- 32.2.2. disaster recovery and escalation provisions;
  - 32.2.3. access to Operations Support Systems functions provided hereunder, including gateways and interfaces;
  - 32.2.4. escalation procedures for ordering, provisioning, billing, and maintenance;
  - 32.2.5. single points of contact for ordering, provisioning, billing, and maintenance;
  - 32.2.6. service ordering and provisioning procedures, including provision of the trunks and facilities;
  - 32.2.7. provisioning and maintenance support;
  - 32.2.8. conditioning and provisioning of collocation space and maintenance of Virtually Collocated equipment;
  - 32.2.9. procedures and processes for Directories and Directory Listings;
  - 32.2.10. billing processes and procedures;
  - 32.2.11. network planning components including time intervals;
  - 32.2.12. joint systems readiness and operational readiness plans;
  - 32.2.13. appropriate testing of services, equipment, facilities and Network Elements;
  - 32.2.14. monitoring of inter-company operational processes;
  - 32.2.15. procedures for coordination of local PIC changes and processing;
  - 32.2.16. physical and network security concerns;
  - 32.2.17. Completion of CLEC Checklist and supporting documentation to establish a billing account; and
  - 32.2.18. such other matters specifically referenced in this Agreement that are to be agreed upon by the Implementation Team and/or contained in the Implementation Plan.
- 32.3. The Implementation Plan may be amended from time to time by the Implementation Team, as the team deems appropriate. Unanimous written consent of the permanent members of the Implementation Team shall be required for any action of the Implementation Team. If the Implementation